

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (“Agreement”) is made and entered into this 4th day of February, 2021, by and between the Board of Education of Unified School District No. 233, Johnson County, Kansas (“Board”) and Brent Yeager (“Superintendent”). The Board and Superintendent are hereinafter referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS** the Board currently employs, John Allison, the Superintendent of Unified School District No. 233, Johnson County, Kansas in accordance with an Employment Agreement entered into on June 6, 2019.

**WHEREAS**, effective July 2, 2021, the Board will employ Brent Yeager as Superintendent of Unified School District No. 233 (the “District”) for a period of time beginning July 1, 2021, and terminating June 30, 2024; and both parties agree that he shall perform the duties of Superintendent in and for the public schools served by the Board, as prescribed by the laws of the State of Kansas and pursuant to the rules and regulations made thereunder by the Board, and upon the terms and conditions hereinafter set out.

**NOW, THEREFORE**, the Parties hereby mutually agree as follows:

1. **Employment.** The Board agrees to employ the Superintendent for a period of 36 months pursuant to K.S.A. 72-8202(b), beginning the 1<sup>st</sup> day of July, 2021, and ending June 30, 2024, to perform the following functions and duties:

- a. To act as Superintendent of Schools of Unified School District No. 233 and to perform the duties incidental hereto, as herein set out and described;
- b. To maintain such records and make such reports as may be required by the Board and the State Department of Education;

- c. To provide leadership in improving the learning program, academic standing of the schools and administrative and budgeting requirements;
- d. To provide information to the Board to facilitate the Board's performance of its duties under the terms of K.S.A. 72-8201, *et seq.*; and
- e. To perform such administrative duties and school services as specified herein and as may be mutually agreed upon by the Board and the Superintendent.

The duties above set out shall be performed subject to the provisions of this Agreement, the policies of the Board as they may from time-to-time be established, and the requirements and restrictions of the laws of the State of Kansas.

2. **Annual Base Salary; TSA Contribution.** The Annual Base Salary of the Superintendent beginning July 1, 2021, shall be Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). The Annual Base Salary shall be paid in equal semi-monthly installments.

In addition to the Annual Base Salary, the Superintendent shall be eligible to receive additional compensation in an amount not to exceed ten percent (10%) of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) upon the Superintendent's satisfactory completion of specific metrics assigned to him by the Board on a Performance Evaluation Scorecard ("PES") as described in paragraph 5. At the option of the Superintendent, the payment of such amount shall either be paid as salary or added to the Superintendent's TSA.

In addition to the Annual Base Salary, the Superintendent shall receive a tax-sheltered annuity (TSA) contribution equal to ten percent (10%) of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$250,000.00). Any or all of this ten percent (10%) contribution may be made

toward a KPERS buy back amount, in lieu of a TSA contribution, at the Superintendent's discretion.

3. **Expenses.** In addition to the Annual Base Salary set forth above, the Board shall be responsible for the ultimate payment of all reasonable and necessary expenses incurred by the Superintendent and related to the business of Unified School District No. 233. These expenses shall be the same type of expenses for which the Board reimburses or provides other employees of Unified School District No. 233 and would include, but are not necessarily limited to travel, lodging, meals, professional and civic organization memberships, and other similar expenses normally incurred in the promotion and furtherance of the duties of Superintendent of Unified School District No. 233. The Board will provide the Superintendent with a credit card in the name of the District to be used for such expenditures.

The Board shall provide the Superintendent with an annual allowance for a cell phone in the amount of One Thousand Two Hundred and 00/Dollars (\$1,200.00).

4. **Automobile Allowance.** Beginning July 1, 2021, the Board shall provide the Superintendent with an annual automobile allowance of Twelve Thousand and 00/Dollars (\$12,000.00) payable at \$1,000.00 per month for use of his personal vehicle for school business. The provision is in lieu of providing the Superintendent with an automobile. This compensation shall be in addition to the annual salary provided in paragraph 2. From the automobile allowance herein specified, the Superintendent will be responsible for all costs associated with the operation of such automobile, including, but not limited to, its purchase, insurance, taxes, fuel, and all necessary maintenance, day-to-day upkeep and repair of such automobile.

5. **Performance Evaluation Scorecard.** On or before the 1<sup>st</sup> day of July of each year during this Agreement, the Parties shall begin the process of establishing performance goals and

objectives for the Superintendent to be achieved in the ensuing school year. Said goals and objectives shall be reduced to writing in a PES and be among the criteria by which the Superintendent is evaluated as hereinafter provided. Once established and identified by the Board, one or more of the goals and objectives in the PES may be assigned as part of the Superintendent's duties each year. If the Superintendent satisfactorily achieves the assigned PES goal and/or objective, the Board will recognize that achievement in the Superintendent's evaluation. The Board will assign and allocate a value for each goal and/or objective that was achieved during the year. The Superintendent will then be eligible to receive as additional compensation up to ten percent (10 %) of the Annual Base Salary as described in paragraph 2.

6. **Professional and Civic Organizations.** The Superintendent shall:

- a. Attend appropriate professional meetings at the local, state and national level, with the expenses of said attendance to be paid by the Board;
- b. Maintain membership in such professional organization as he deems appropriate, the expenses of said membership to be paid by the Board;
- c. Continue his professional development and participation in relevant learning experiences to be paid by the Board on proper itemized expense statements filed by the Superintendent; and
- d. Maintain membership in at least one civic club in Olathe, Kansas, the expenses of which membership are to be paid by the Board.

7. **Insurance Benefits.** The Superintendent shall receive family dental, family vision, life, and disability insurance coverage, and other personal benefits accorded to other professional employees of Unified School District No. 233 as provided by District policy. The Board shall provide the Superintendent an annual health insurance allowance equal to the

employee contribution for family coverage under the district's health plan and Health Saving Account (HSA) contributions, accorded to other professional employees of Unified School District No. 233 under said plan.

8. **Vacation and Sick Leave.** The Superintendent shall receive annual vacation leave, exclusive of legal holidays, of twenty-five (25) vacation days, annual sick leave, and other leaves earned at the same rate provided for administrative employees of Unified School District No. 233. The Board shall buy back any unused vacation days. The buyback amount for each unused vacation day shall be  $1/242$  of the Superintendent's Annual Base Salary (e.g.  $\$250,000 \times 1/242 = \$1,033$ ).

9. **Performance of Duties.** The Superintendent shall devote his time, attention and energy to the business of the School District. He may, however, serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements and engage in other activities which are of a short-term duration, which activities may be reviewed by the Board. Prior to engaging in such activities, the Superintendent shall inform the Board of the nature, duration, time and place of such activities. When fees or honoraria are to be involved, the Superintendent shall either use his vacation time for such days as may be involved or reimburse the school system such amount(s) as he may receive. If the Board, or individual member of the Board, receives criticisms, complaints or suggestions concerning the Superintendent's performance of his duties hereunder, the Board, individually and collectively, will immediately refer such criticisms, complaints and suggestions to the Superintendent for study and recommendation. In the performance of his duties hereunder, the Superintendent is responsible to the entire Board and shall act according to majority direction from the Board. This

is not to be construed to mean that individual Board members cannot request and receive timely information from the Superintendent.

10. **Termination.** This Agreement shall be subject to termination as follows:

- a. **Termination for Cause.** Throughout the term of this Agreement, the Superintendent shall be subject to discharge for good and just causes as herein set out. In the event the Board determines to discharge the Superintendent under this paragraph 10(a), the Board shall give the Superintendent written notice of the reasons for discharge. If the cause is the use of narcotic drugs, conviction of a felony or a crime involving moral turpitude, any cause which constitutes the grounds for the revocation of such Superintendent's certificate, or any cause that is directly and immediately related to the Superintendent's failure to fulfill the duties and responsibilities imposed upon superintendents by Kansas law, the Board shall give the Superintendent at least ten (10) days advance notice. For all other causes, the Board shall give the Superintendent at least one hundred twenty (120) days advance notice. In the event the Superintendent is discharged pursuant to the terms of this paragraph 10(a), his right to all unearned compensation pursuant to the terms of this Agreement, including fringe benefits provided herein, shall terminate upon the expiration of the time period provided in the written notice of the reasons for discharge.
- b. **Termination Without Cause.** The Board may, at its option with a minimum of ninety (90) days advance notice to the Superintendent, unilaterally terminate this Agreement without cause. In the event of such

termination, the Superintendent and the Board shall attempt to agree on severance payment for the Superintendent. In the event the Parties are unable to agree, the Board shall pay to the Superintendent, as it would otherwise become due, as severance pay, all of the aggregate salary he would have earned under this Agreement from the actual date of termination to the termination date set forth in paragraph 1 hereof; provided, however, that the Superintendent shall have a duty to mitigate his damages under the terms of this paragraph 10(b). Any compensation received by the Superintendent from other employment after such termination and during the term of this Agreement, as it may from time-to-time be extended, shall be deducted from the severance pay otherwise due to Superintendent.

11. **Superintendent's Certificate.** Throughout the term of his employment hereunder, the Superintendent shall furnish a valid and appropriate certificate to act as Superintendent as prescribed by the laws of this state and by the regulations of the Kansas State Board of Education.

12. **Administrative Organization.** The Superintendent shall be responsible for the organization, reorganization and arrangement of the administrative and supervisory staff, including instruction and business affairs, in any manner or fashion which, in his judgment, best serve the District. The responsibility for selection, placement, transfer, promotion, demotion and discharge of personnel shall be vested in the Superintendent, subject to approval by the Board. The Superintendent shall have the right to attend all Board meetings with the exception of executive sessions called for the purpose of discussing terms of the Superintendent's employment and performance.

13. **Disability or Death.** Should the Superintendent be unable to perform a substantial portion or all of his duties by reason of illness, accident or other cause beyond his control, and should said disability exist for a period of more than six (6) months (beyond that period of time during which the Superintendent is entitled to take sick leave or vacation leave, or both); or if said disability is total, permanent, irreparable and of such nature as, based upon competent medical opinion, will make the performance of his duties impossible, or in the event of the Superintendent's death during the term of this Agreement, the Board may, at its option, immediately terminate this Agreement by delivering written notice to the Superintendent, or his guardian, conservator, administrator, executor, agent, or representative, whereupon the respective duties, rights and obligations hereof shall terminate.

14. **Professional Review and Agreement Extensions.** The Board semi-annually shall evaluate and assess the performance of the Superintendent for the first 24 months of this Agreement and annually thereafter. Such evidence shall be in writing and shall be delivered to the Superintendent. Any such evaluation and assessment shall be reasonably related to the duties and responsibilities of the Superintendent and the goals and objectives of the District for the year in question. Prior to February 15 and September 15 (the first 24 months only), and prior to February 15 the final 12 months, the Board and the Superintendent shall meet in executive session for the purpose of evaluating the performance of the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the Board's written evaluation shall be delivered to the Superintendent on or before February 15 and September 15 (the first 24 months



only) and by February 15 the final 12 months. The Superintendent shall have the right to make a written response to such evaluation. That response shall be included in the Superintendent's personnel file.

At least semi-annually, for the first 24 months during the term of this Agreement, the Board and Superintendent shall meet in executive session for a performance review. For the remainder of the Agreement, this meeting shall take place annually. The purpose of a performance review is to facilitate the exchange of information between the Board and the Superintendent concerning performance of the Superintendent's duties and responsibilities and progress in achieving the goals and objectives of the District. If the Board is of the opinion that the Superintendent is not performing his duties and responsibilities in a satisfactory manner or that satisfactory progress is not being made in the achievement of District goals and objectives, it shall bring those concerns to the attention of the Superintendent during the performance review.

Annually, the Parties agree to review and discuss appropriate adjustments to the salary and fringe benefits provided to the Superintendent under this Agreement. Such review and adjustment, if any, shall occur on or before the 1<sup>st</sup> day of July of each year during the term of this Agreement. At the same time, the Parties agree to consider an extension to the term of this Agreement as provided in paragraph 1 hereof.

15. **Indemnification.** The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was (1) acting in the course of and within the scope of his employment, and (2) acting without actual fraud or actual malice; but only to the extent this indemnity obligation is within the authority of the

Board to provide under state law. No indemnification shall be made with respect to any criminal action or proceeding asserted against the Superintendent. No individual Board member or Board members will be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings. If a conflict exists between the legal position of the Superintendent and the legal position of the District, the Superintendent may, with the written consent of the Board, engage separate counsel for his defense. In that event, the District will pay the reasonable attorneys fees and expenses incurred for defense of the Superintendent.

16. **Soliciting District Employees.** The Superintendent will not, at any time during Superintendent's employment with the School District or during the one year following separation from employment for any reason, directly or indirectly solicit, entice or induce any employee of the School District to terminate their employment and/or to become employed by any other school district, person, firm, corporation, partnership or other entity.

17. **Cooperation; Claims and Actions.** During and after the Superintendent's employment, notwithstanding the cause of separation from employment, the Superintendent will cooperate fully with the District in the defense or prosecution of any claims or actions which may be pending at separation or may be brought after separation against or on behalf of the School District which relate to events or occurrences that transpired while the Superintendent was employed by the School District. The Superintendent's full cooperation in connection with such claims or actions will include, but not be limited to, being available to meet with legal counsel to prepare for discovery or trial and to act as a witness on behalf of the School District in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Superintendent was employed by the School District. The School District will reimburse the Superintendent for

any reasonable out-of-pocket expenses incurred in connection with the Superintendent's performance of obligations pursuant to this Section. The School District will also provide the Superintendent with a reasonably and mutually agreed upon per diem for any days required by this Section.

18. **Return of Property.** Upon the Superintendent's separation from employment for any reason, the Superintendent will return to the School District all of its property including, without limitation, all documents and information, however maintained (including computer files, tapes and recordings), concerning the School District or acquired by the Superintendent in the course and scope of the Superintendent's employment.

19. **Binding Agreement.** This Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

20. **Entire Agreement.** This Agreement is complete and all promises, representations, understandings, and agreements with reference to the subject matter herein have been fully and finally expressed herein. It may be amended to the extent permitted by law provided, however, that any amendment hereto shall be in writing and executed by the Board and the Superintendent.

21. **Modifications.** The Superintendent and the Board of Education shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Board and the Superintendent.

22. **Governing Law.** This Agreement is entered into in the State of Kansas and shall be governed by the laws of that state in all matters of interpretation.

23. **Notices.** Whenever in this Agreement it shall be required or permitted that notice be given by either party to the other, such notice must be in writing and must be given personally, or forwarded by certified mail addressed as follows:

To the Board: President, Board of Education  
Unified School District No. 233  
14160 Black Bob Road  
Olathe, Kansas 66061

To the Superintendent: Brent Yeager  
14160 Black Bob Road  
Olathe, Kansas 66061


or such other address as either party may provide the other pursuant to the terms of this paragraph 21.

24. **Effect of Waiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.


25. **Severance of Agreement Provisions.** In the event any individual paragraph or paragraphs of this Agreement should at any time be declared null and void by a court of competent jurisdiction, then the remaining paragraphs will remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Employment Agreement on the date and year first above written.

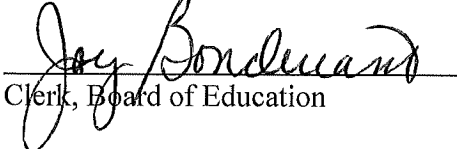
**UNIFIED SCHOOL DISTRICT NO. 233,  
JOHNSON COUNTY, KANSAS**

By:   
Joe Beveridge, President  
Board of Education

**SUPERINTENDENT**

By:   
Brent Yeager

ATTESTED BY:

  
Clerk, Board of Education

